UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

COMMSCOPE TECHNOLOGIES LLC Plaintiff, v. COMMUNICATION COMPONENTS, INC. Defendant.	)	No. ________ **Jury Trial Demanded**

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff CommScope Technologies LLC ("CommScope") brings this action against Defendant Communication Components, Inc. ("CCI") and alleges as follows.

Nature of the Case

This is an action for patent infringement. The defendant, CCI, is infringing two patents owned by CommScope (U.S. Patent Nos. 6,573,875 and 6,034,649).

For years, CCI has known it needed a license to the '875 patent. Instead of properly seeking a license, CCI engaged in a course of conduct designed to deceive CommScope into believing CCI's sales were covered by a license to a separate party when, in fact, CCI's sales were not covered by that license. Meanwhile, CCI was also infringing CommScope's '649 patent.

Parties

1. CommScope, formerly known as Andrew LLC, is a Delaware company, headquartered in Hickory, North Carolina with a regional place of business in this district in Richardson, Texas (as used throughout, "CommScope" includes CommScope and Andrew). Together with its affiliated companies, CommScope designs, manufactures, and sells telecommunications products and equipment around the world. CommScope's innovative products are used to build network infrastructures that enable wired and wireless communications.

2. Defendant Communication Components, Inc. ("CCI") is a New Jersey company. Upon information and belief, CCI sells antenna products throughout the United States.

Jurisdiction and Venue

3. This action arises under the Patent Act, 35 U.S.C. § 271 et seq.

4. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

5. This Court has personal jurisdiction over CCI. CCI is registered to do business with the Texas Secretary of State and solicits sales in this district via its website. See, e.g., http://www.cciproducts.com/www2/index.php/support/sales-representatives). Upon information and belief, CCI does business and has committed the tort of patent infringement of the patents-in-suit in this state, including this district.

6. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400(b). As set forth above, CCI resides in this district and has committed acts of infringement in this district.

CommScope's Patents-in-Suit

7. This action arises under the Patent Act, 35 U.S.C. § 271 et seq.

8. The patents-in-suit are: (1) U.S. Patent No. 6,573,875 (the '875 patent) and (2) U.S. Patent No. 6,034,649 (the '649 patent).

9. The '875 patent is entitled "Antenna system." A copy of the '875 patent is attached as Exhibit A. The '875 patent issued on June 3, 2003. CommScope is the owner of the entire right, title, and interest in and to the '875 patent.

10. The '649 patent is entitled "Dual polarized based station antenna." A copy of the '649 patent is attached as Exhibit B. The '649 patent issued on March 7, 2000. CommScope is the owner of the entire right, title, and interest in and to the '649 patent.

Background

A. The TenXc License

11. In 2010, CommScope, then known as Andrew LLC, granted a license to TenXc Wireless, Inc. ("TenXc"). Under that license ("TenXc License"), CommScope gave TenXc the right to practice certain patented technology ("Licensed Patents").

12. Licensed Patents is defined in Section 1.2 of the TenXc License. Under that definition, the '875 patent is a Licensed Patent. The '649 patent is not a Licensed Patent.

13. Section 1.13 of the TenXc License defines "Licensee" to include TenXc and its majority-owned subsidiaries. Section 1.13 defines TenXc's majority owned subsidiaries as its "Affiliates." Section 1.13 states:

> "LICENSEE" means the party above identified in the Agreement preamble, and its majority-owned subsidiaries ("Affiliates") only for so long as they remain its Affiliates. The license shall not apply to any business entity prior to it becoming an Affiliate of LICENSEE and shall cease to apply to any business entity upon it ceasing to be a LICENSEE Affiliate.

14. Section 2.1 of the TenXc License expressly states that the license grant does not include the right to grant sublicenses. Section 2.1 states: "Subject to Section 2.2, LICENSEE shall not have the right to sublicense any rights granted under this Agreement."

15. Section 2.2 of TenXc License states that the license grant includes limited "have made" rights under which Licensee could have licensed products made by a contract manufacturer, but only under certain terms which require, for example, the contract manufacturer to sell such licensed products only to the Licensee. Section 2.2 states:

> ANDREW grants and agrees to grant to LICENSEE a license under the Licensed Patents to have Licensed Apparatus made by one or more contract manufacturers for sale only to LICENSEE for use by LICENSEE or subsequent resale by LICENSEE, provided that such license shall not constitute a general right to sublicense, and provided further that such license shall not create or give rise to an implied license in any such contract manufacturer of any kind whatsoever. This grant shall give no rights whatsoever to any contract manufacturer for LICENSEE except to manufacture Licensed Apparatus under contract to LICENSEE.

16. Under the terms of the TenXc License, TenXc could, in certain situations, transfer the TenXc License to a successor to TenXc that acquires the assets of TenXc. That successor would step into TenXc's shoes as the licensed party and be bound by the terms of the TenXc License. Section 5.2 of the TenXc License states:

> This Agreement shall be binding upon any successor to ANDREW or LICENSEE, including but not limited to, successors by merger, acquisition, acquisition of assets, or any other change of ownership or control, and upon any assignee or transferee or the Agreement or any rights granted hereunder.

B. CCAI Acquires the TenXc License

17. In 2011, Communication Components Antenna Inc. ("CCAI") acquired the assets of TenXc under an asset purchase agreement ("APA"). Under the terms of the APA, the assets acquired by CCAI included the TenXc License.

18. CCAI, and not CCI, thus became the successor to TenXc. CCAI stepped into TenXc's shoes as the licensed party. As provided by Section 5.2 of the TenXc License, CCAI was bound by the terms of the original TenXc License. As set out more fully below, CCI is not a licensed party under the TenXc License.

C. CCAI, as Successor to TenXc, Pursues an Action Filed by TenXc in India

19. CCAI, as the successor to TenXc, also stepped into the shoes of TenXc as a plaintiff in a patent infringement action against CommScope in India (the "India Action"). As background, in September 2010, just months after completing its license negotiations with CommScope to get access to certain CommScope patents, TenXc filed the India Action against CommScope's antennas. Along with the 2011 acquisition of TenXc's assets, CCAI asserts that CCAI acquired the TenXc patent. Thereafter, CCAI

became a plaintiff in the India Action. From 2011 to present, CCAI has prosecuted the India Action against CommScope.

20. Upon information and belief, CCAI is asking for damages in the India Action for a single patent that would exceed the royalties that CCAI pays under the TenXc License for access to multiple CommScope patents.

21. In view of the India Action, CCAI knew that it was not in a favorable position to ask CommScope for broader sublicensing rights under the TenXc License to fit CCAI's business model. Likewise, for the same reason, other non-licensed entities working with CCAI (e.g., CCI) were not in a favorable position to ask for their own license to CommScope's patents. CCI and CCAI knew that such requests would be denied or that CommScope would at least require terms at least on par with what CCAI was asking for in the India Action.

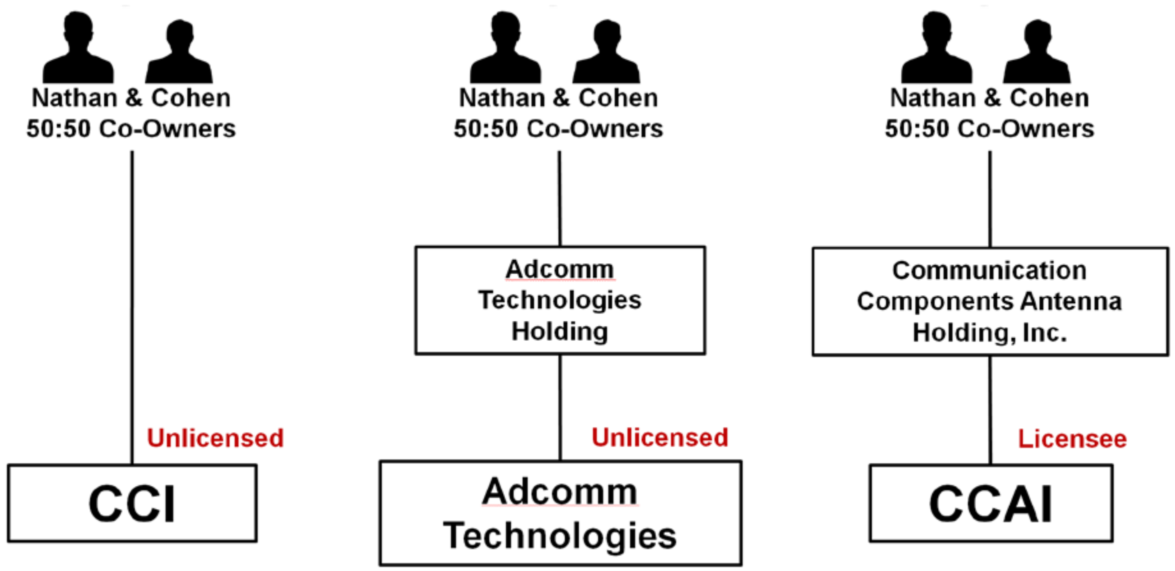
22. To the extent that the terms of the TenXc License did not fit the desired business model of either CCAI or CCI, they had several options: (a) request broader rights or additional licenses from CommScope; (b) change its business model; or (c) withhold and mask the material facts that would reveal CCI's unlicensed status and operate as if all activity was being performed by a licensed party under the TenXc License. CCAI and CCI chose the last option.

D. CCI and its Chinese Manufacturer, Adcomm, are not Licensed Entities

23. CCI is not a licensed entity under the terms of the TenXc License. CCI is not the successor to TenXc and thus did not become the licensed party. Instead, at best only CCAI became the licensed party as the successor to TenXc.

24. CCI is not a majority owned subsidiary of CCAI, and therefore falls outside the definition of Licensee under the TenXC License. CCAI and CCI are different entities that have common ownership. CCAI does not own Defendant CCI. CCI is not a majority owned subsidiary of CCAI. CCAI is not a parent of CCI.

25. On information and belief, the corporate structure of the entities under common ownership with CCAI is illustrated in the chart below ("Corporate Structure Facts"). The structure also includes Adcomm Technologies ("Adcomm") which is a Chinese corporation. On information and believe, Adcomm is an entity that manufactures product for CCI.


Nathan & Cohen
50:50 Co-Owners
Unlicensed
CCI
Nathan & Cohen
50:50 Co-Owners
Adcomm Technologies Holding
Unlicensed
Adcomm Technologies
Nathan & Cohen
50:50 Co-Owners
Communication Components Antenna Holding, Inc.
Licensee
CCAI

26. Adcomm, which is not the successor to TenXc or a majority owned subsidiary of any successor to TenXc, is not a licensed entity under the TenXc License.

27. CCI, which is not the successor to TenXc or a majority owned subsidiary of any successor to TenXc, is also not a licensed entity under the TenXc License.

E. The Path to Market of CCI's Sales are Not Covered by the TenXc License

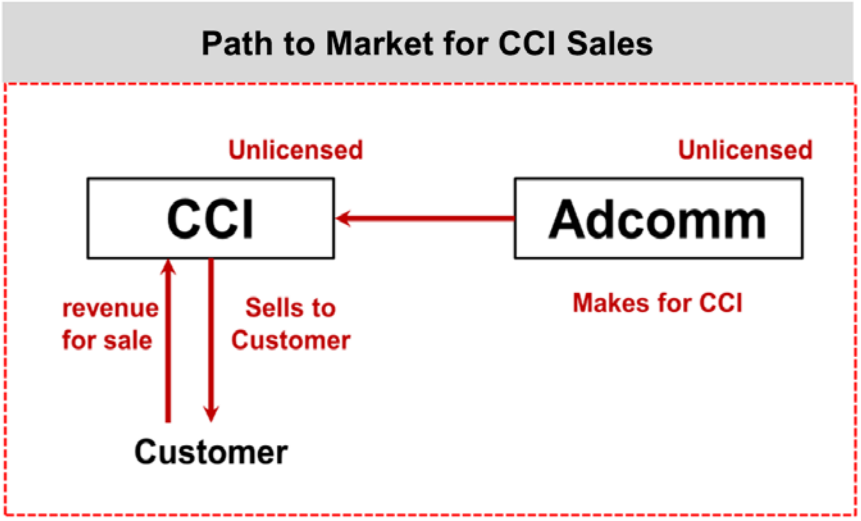
28. CCI sells certain antenna systems with remote electrical tilt functionality and phase shifters (hereinafter, "Accused Products") into the U.S. market.

29. On information and belief, CCAI developed the design for the Accused Products that CCI sells into the U.S. market. CCAI, however, does not make the Accused Products that CCI sells into the U.S. market. CCAI does not sell those Accused Products to CCI. CCAI does not realize any revenue from CCI's sales of the Accused Product into the U.S. market.

30. Instead, CCI has the Accused Products made by Adcomm, another unlicensed entity.

31. The path to market for the Accused Products sold into the U.S. market is as follows: (a) Adcomm makes the Accused Product and sells them to CCI; (b) CCI then sells those Accused Products to its U.S. customers; and (c) CCI, not CCAI, realizes the revenue for those sales (collectively, (a)-(c) are referred to as "Path to Market Facts" herein).

32. On information and belief, the Path to Market Facts for CCI sales of the Accused Products into the U.S. market is illustrated by the following graphic.


Path to Market for CCI Sales
Unlicensed
Unlicensed
CCI
Adcomm
revenue for sale
Sells to Customer
Makes for CCI
Customer

33. At no point in the path to market are CCI's sales of the Accused Products covered by the TenXc License.

34. Neither CCI nor Adcomm is a licensed entity under the terms of the TenXc License. Adcomm is not the successor to TenXC, nor is Adcomm a majority owned subsidiary of CCAI. CCI is not the successor to TenXC, nor is CCI a majority owned subsidiary of CCAI.

35. Under Section 2.1 of the TenXc License, CCAI could not grant a sublicense to cover the Path to Market Facts as described in paragraphs 31 and 32. CCAI could not grant a sublicense that would allow Adcomm to make the Accused Product for sale to CCI. CCAI could not grant a sublicense that would allow CCI to purchase the Accused Products from Adcomm and then sell to its U.S. customers.

36. Under Section 2.2 of the TenXc License, CCAI could not exercise its have made rights to direct a subcontractor to make product for sale to CCI for resale in the U.S.

37. The sales of the Accused Products by CCI are not licensed sales.

F. Course of Conduct by CCI and CCAI to Deceive.

38. CCAI and CCI knew that, in view of CCAI's pending action against CommScope in India, they were not in a favorable position to ask CommScope for additional licenses. Instead, upon information and belief, CCI and CCAI chose to withhold and mask the material facts that would reveal the problem and operate as if all their activity was licensed under the TenXc License.

39. Upon information and belief, the president of CCAI who is also an officer of CCI, has known that the sales of the Accused Products by CCI are not licensed sales.

40. For years, CCI and CCAI engaged in a course of conduct designed to deceive CommScope into believing CCI's sales were covered by the TenXc License when, in fact, CCI's sales were not covered by that license.

41. Upon information and belief, the Corporate Structure Facts and Path to Market Facts are not facts that are available to the public. Upon information and belief, CCI and CCAI knew that CommScope was not aware of these facts, and CCI and CCAI made a deliberate decision to withhold those facts. CCI and CCAI made a deliberate decision to mislead CommScope by masking those facts through royalty reports from CCAI to CommScope suggesting sales had been made under the TenXc License by CCAI when, in fact, those sales were unlicensed sales made by CCI.

42. Only after being put under oath, did the president and co-owner of CCAI disclose the Corporate Structure Facts and Path to Market Facts to CommScope.

43. Even after disclosing the facts establishing that CCI sales were not licensed sales, CCAI attempted to mislead CommScope by characterizing CCI as "acting as a distributer" for CCAI. As shown in the Path to Market Facts above, CCI was not acting as a distributor for CCAI.

44. For years, CCI has known it needed a license to the '875 patent. Instead of properly seeking a license, CCI engaged in a course of conduct designed to deceive CommScope into believing CCI's sales were covered by a license to a separate party when, in fact, CCI's sales were not covered by that license. Meanwhile, CCI was also infringing CommScope's '649 patent.

Count 1
Claim for Patent Infringement of U.S. Patent No. 6,573,875

45. CommScope incorporates by reference each of the paragraphs above as if fully stated herein.

46. CCI has directly infringed and continues to directly infringe, literally and under the doctrine of equivalents, claims of the '875 patent, through selling, offering for sale, using, making, and/or importing certain antenna systems with remote electrical tilt functionality and phase shifters (hereinafter, "Accused Products").

47. As an illustrative example, CCI is directly infringing claim 44 through selling, offering for sale, using, making, and/or importing CCI's Ten Port Multi-Band Antenna (DPA-65R-BUUUU-H8B) (hereinafter, "Exemplary Accused Product"). Attached hereto as Exhibit C is a CCI "Data Sheet" for CCI's antenna model number

DPA-65R-BUUUU-H8B. Attached hereto as Exhibit D is a CCI "Data Sheet" for CCI's Remote Electrical Tilt Actuator (RET) BSA-RET200.

48. Claim 44 recites: "A cellular base station antenna system producing a beam of fixed elevation, comprising: a panel antenna adapted to mount a plurality of radiators; a transmission line interconnecting said radiators; and a phase adjustment system for varying a relative phasing of said interconnected radiators, said phase adjustment system further including a printed circuit board having a printed conductor pattern forming a portion of said transmission line; a moveable printed circuit board pivotally connected to said printed circuit board and having a conductive layer capacitively coupled to said printed conductor pattern; and a phase adjuster connected to a signal feed and coupled to said printed conductor pattern, said phase adjuster having an intermittently moveable component configured to adjust a relative signal phasing of said interconnected radiators between different phase values, and thereby to adjust the fixed beam elevation, said phase adjuster system being mechanically manipulated by an electrical actuator responsive to commands from a remote signal source, said printed conductor pattern including transmission line sections of varying lengths between the phase adjuster and the radiators."

49. The Exemplary Accused Product contains each limitation in claim 44.

50. As shown below, for example, the Exemplary Accused Product is a panel antenna:

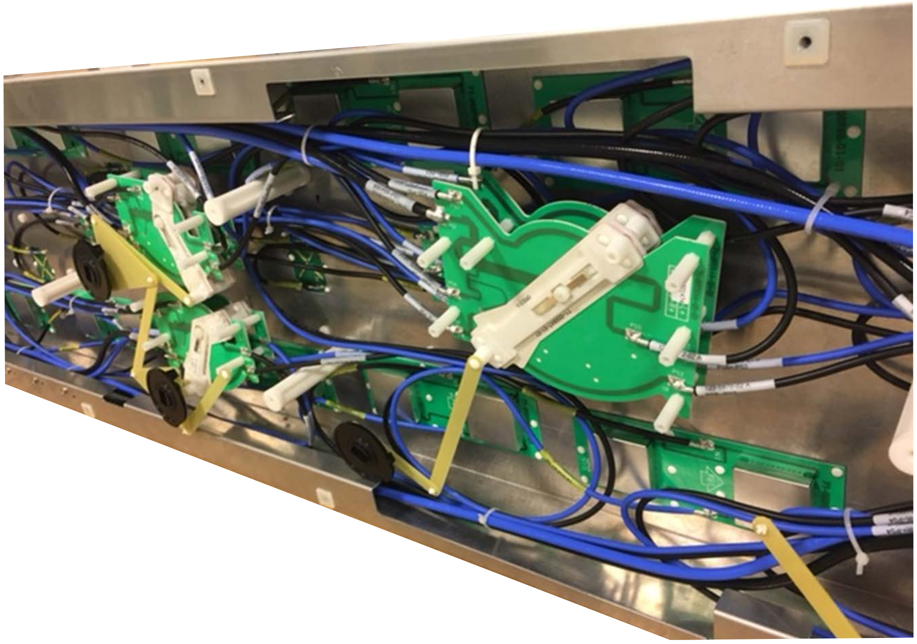
Ex. C at 1.

51. The Exemplary Accused Product is a panel antenna adapted to mount a plurality of radiators. For example, the picture below shows a portion of the Exemplary Accused Product that includes a panel adapted to mount radiators. Multiple radiators are shown mounted to the panel antenna.

See also Ex. C at 1 ("The CCI 10-port Multi-Band Antenna Array is a 10-port antenna" and "Eight High Broadband ports with two Low Band ports in one antenna.")

52. The Exemplary Accused Product comprises a transmission line interconnecting the radiators. For example, the picture below shows a portion of the

Exemplary Accused Product with cabling and circuit boards that form transmission lines interconnecting the radiators:

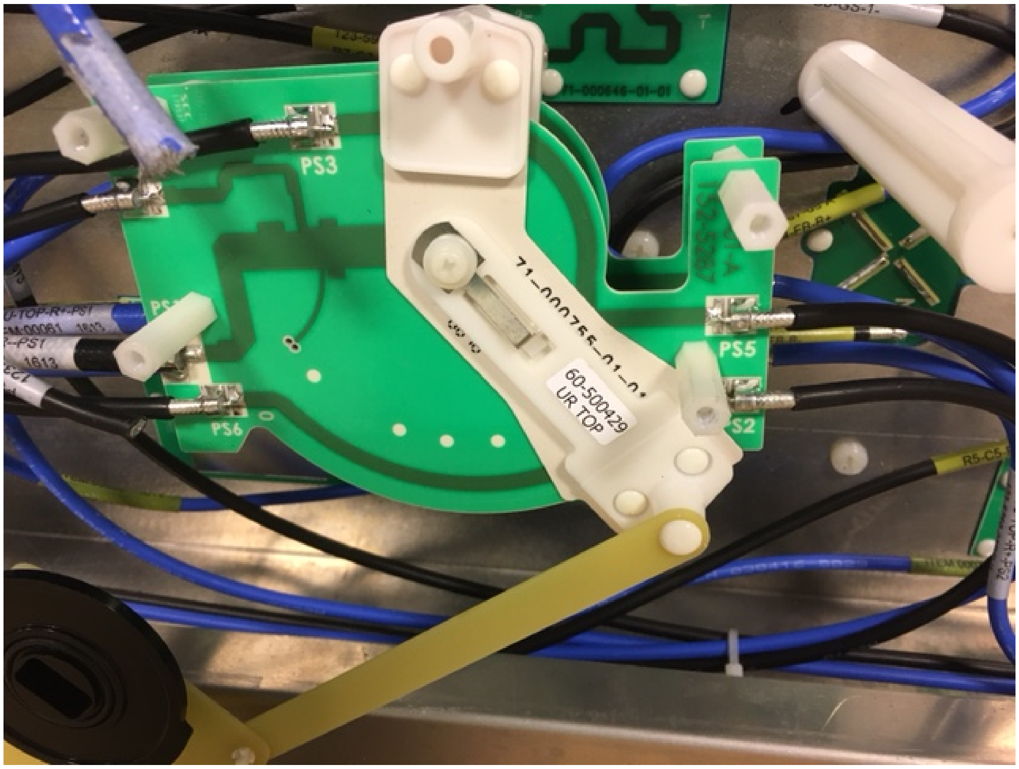


53. The Exemplary Accused Product comprises a phase adjustment system for varying a relative phasing of said interconnected radiators. For example, CCI's literature states that its product includes a "phase shifter that controls downtilt of the antenna pattern." Ex. D at 1. The circuit boards with pivoting arms seen in the picture in Paragraph 46 are phase adjustment systems for varying a relative phasing of interconnected radiators.

54. The phase adjustment system in the Exemplary Accused Product includes a printed circuit board having a printed conductor pattern forming a portion of the transmission line. For example, the picture in Paragraph 52 shows exemplary printed circuit boards (indicated in green) with the recited printed conductor pattern.

55. The phase adjustment system in the Exemplary Accused Product includes a moveable printed circuit board pivotally connected to the printed circuit board and having a conductive layer capactively coupled to the printed conductor pattern. With reference to the picture in Paragraph 52, for example, pivoting white structures mounted to the green printed circuit boards carry moveable printed circuit boards. The circuit boards on these pivoting white arms have conductive layers capacitively coupled to the conductor patterns on the green circuit boards.

56. The Exemplary Accused Product comprise a phase adjuster connected to a signal feed and coupled to the printed conductor pattern, the phase adjuster having an intermittently moveable component configured to adjust a relative signal phasing of said interconnected radiators between different phase values, and thereby to adjust the fixed beam elevation. As shown in the photographs below, the phase adjusters of the Exemplary Accused Product include the white arms that are intermittently movable. Rotating or pivoting the white arms adjusts a relative signal phasing of interconnected radiators between different phase values, and thereby adjust the fixed beam elevation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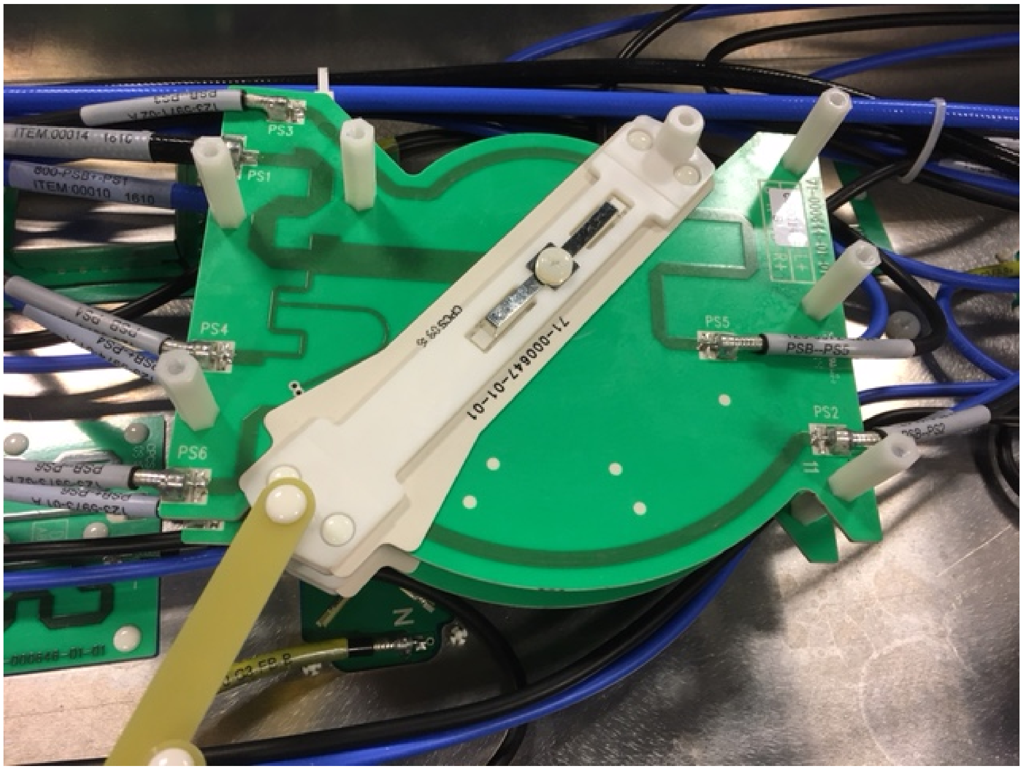
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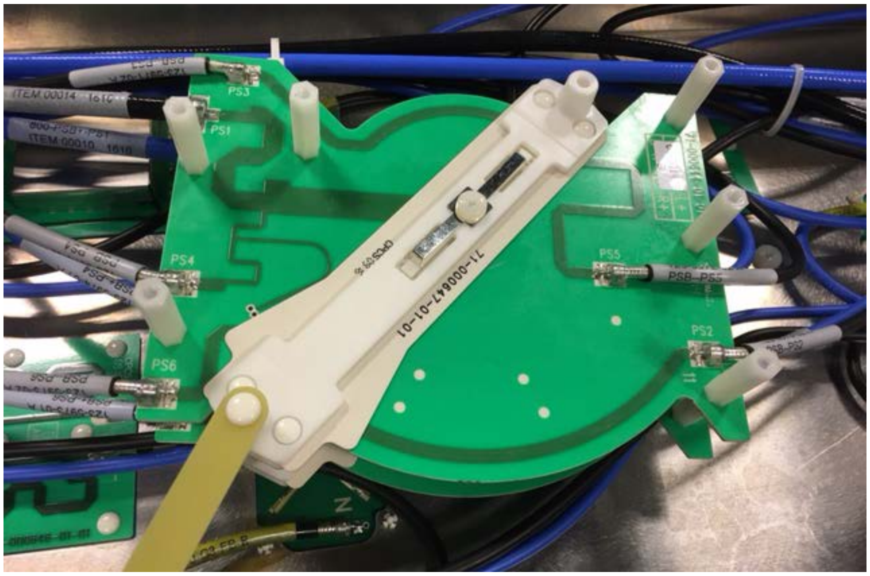
57. The phase adjuster system in the Exemplary Accused Product is mechanically manipulated by an electrical actuator responsive to commands from a remote signal source. For example, CCI's literature states:

> "The Remote Electrical Tilt (RET) Actuator is part of Communication Component Inc.'s complete RET System. The RET Actuator enables optimization on a continuous basis of the sector coverage pattern. . . . The RET Actuator when used with a Site Control Unit (SCU) or an AISG Compliant BTS enables remote fine tuning of the Site footprint without requiring a tower climb. The continuous adjustment capability allows changes to the antenna downtilt pattern to suit network optimization, changing traffic patterns or seasonal changes such as foliage absorption. The Remote Electrical Tilt (RET) Actuator from CCI consists of an RS485 control interface driving a DC motor with an encoder, which connects to the existing antenna phase shifter that controls downtilt of the antenna pattern. The RET Actuator when used in conjunction with a Site Control Unit (SCU) or an AISG Compliant BTS seamlessly integrates with the carriers existing BTS equipment to achieve the desired performance results."

Ex. D at 1; see also Ex. C at 1 ("RET System allows Independent Tilt of each band specific paired port"); Ex C at 5 ("8 foot (2.4 m) Ten Port antenna with 65° azimuth beamwidth and 3 factory installed BSA-RET200 RET actuators"). The electrical actuators are shown below:

58. The Exemplary Accused Product includes the claimed printed conductor pattern including transmission line sections of varying lengths between the phase adjuster

and the radiators. For example, the pictures below show the transmission line sections of varying lengths on the phase shifter circuit board: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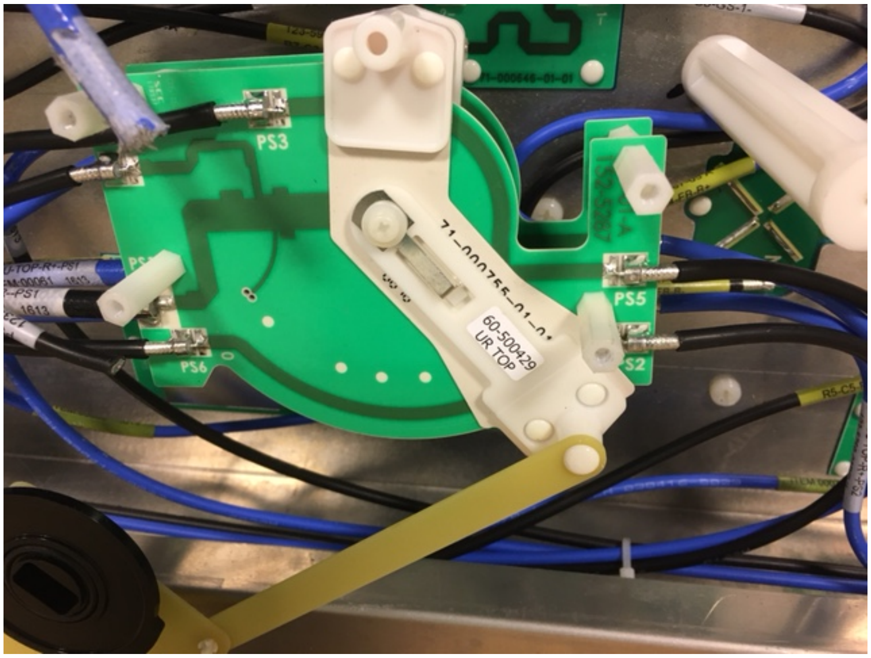
71-000647-01-01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59. Upon information and belief, there are additional Accused Products with similar infringing functionality to the Exemplary Infringing Product. Upon information and belief, the Accused Products infringe additional claims of the ‘875 patent.

60. In addition to directly infringing claims of the ‘875 patent, CCI also is an indirect infringer.

61. CCI has known about the ‘875 patent for years. For example, the President of CCI, Dennis Nathan, has testified that he was aware of the terms of the TenXc License, which lists the ‘875 patent, at least as of Dec. 23, 2011.

62. CCI has contributorily infringed and continues to contributorily infringe claims of the ‘875 patent, including for example claim 44. The Accused Products include features that are not staple articles of commerce suitable for substantial noninfringing uses. For example, the phase adjustment system in the Accused Products has no substantial noninfringing use. The intended, normal use of such features results in infringement. There are no substantial uses of such features that would not result in infringement. Such features are a material part of the invention of the ‘875 patent. As set forth above, CCI knew these features and the Accused Products, were especially made or especially adapted for use in an infringement.

63. CCI has actively induced and continues to actively induce infringement, including for example infringement of claim 44. For example, CCI’s product literature instructs and encourages operators, customers, and/or installers of the Accused Products to assemble and use the Accused Products in a manner that results in direct infringement. See, e.g., Exs. C and D. As set out above, CCI had knowledge of the ‘875 patent, and CCI gave instructions and encouragement to its customers with the specific intent, knowledge or willful blindness to the fact that doing so would constitute direct infringement.

64. CCI’s infringement is willful.

65. For years, CCI and CCAI engaged in a course of conduct designed to deceive CommScope into believing CCI’s sales were covered by the TenXc license when, in fact, CCI’s sales were not covered by that license. Upon information and belief, the Corporate Structure Facts and Path to Market Facts are not facts that are available to the public. Upon information and belief, CCI and CCAI knew that CommScope was not aware of these facts, and CCI and CCAI made a deliberate decision to withhold those facts. CCI and CCAI also took steps to mislead CommScope by masking those facts through royalty reports from CCAI to CommScope suggesting sales had been made under the TenXc License by CCAI when, in fact, CCAI did not make, sell, or realize any revenue from the sale of the product. CCI’s conduct is beyond typical infringement, egregious, and merits increased damages.

66. CommScope has been damaged by CCI’s infringement of the ‘875 patent and will continue to be damaged in the future unless CCI is enjoined from infringing the ‘875 patent.

67. That CommScope has been damaged by CCI’s infringing sales in the U.S. remains true even if CCAI may have paid royalties under the TenXc License for CCI’s infringing sales in the U.S. If damages and this dispute could be resolved simply by paying the same royalties as provided for in the TenXc License, then it begs the question why CCI or CCAI did not request a separate license to cover CCI’s U.S. sales. The answer is CCI and CCAI knew that in light of the litigation against CommScope in India

and the commercial realties such a request would be denied or that CommScope would at least require terms at least on par with what CCAI was asking for in the India Action.

68. As relevant background, since acquiring TenXc's assets in 2011, CCAI has been prosecuting a patent infringement action against CommScope in India. Upon information and believe, CCI and CCAI knew that in view of the India litigation against CommScope, CommScope would not have agreed to grant a separate license to CCI. For that reason, CCAI and CCI chose to withhold and mask the facts showing that the sales being made into the United States by CCI were not licensed.

69. CommScope has satisfied the notice or marking provisions of 35 U.S.C. § 287.

Count 2
Claim for Patent Infringement of U.S. Patent No. 6,034,649

70. CommScope incorporates by reference each of the paragraphs above as if fully stated herein.

71. CCI has directly infringed and continues to directly infringe, literally and under the doctrine of equivalents, claims of the '649 patent, through selling, offering for sale, using, making, and/or importing certain antenna systems with staggered crossed dipoles fed using an unbalanced feed network (hereinafter, "'649 Accused Products")

72. As an illustrative example, CCI's is directly infringing claim 21 through selling, offering for sale, using, making, and/or importing CCI's Ten Port Multi-Band Antenna (DPA-65R-BUUUU-H8B) (hereinafter, "Exemplary '649 Accused Product").

73. Claim 21 recites: “An antenna for transmitting and receiving electromagnetic signals comprising: a mounting plate having a longitudinal axis; a plurality of staggered dipole radiating elements projecting outwardly from a surface of said mounting plate, each of said radiating elements including a balanced orthogonal pair of dipoles aligned at first and second predetermined angles with respect to said longitudinal axis, forming crossed dipole pairs; and an unbalanced feed network electromagnetically coupled to said radiating elements.”

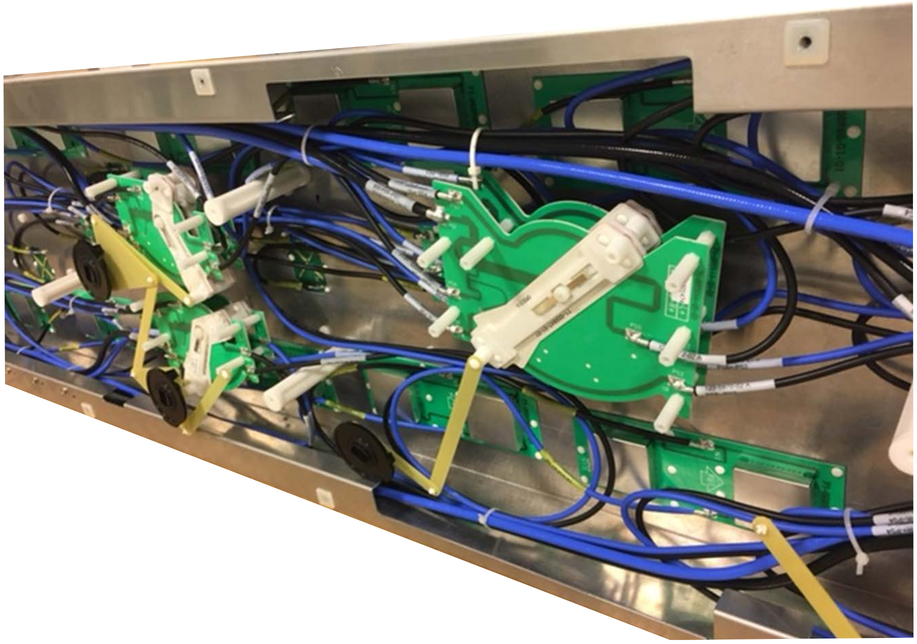
74. The Exemplary ’649 Accused Product contains each limitation in claim 21.

75. The Exemplary ’649 Accused Product is an antenna for transmitting and receiving electromagnetic signals. See, e.g., Ex. C at 1 (“The CCI 10-port Multi-Band Antenna Array is a 10 port antenna with eight high band ports that simultaneously cover the full PCS, AWS / AWS-3 and WCS bands.”); Ex. C at 2 (“Frequency Range 698-806 MHz 824-896 MHz 1850-1990 MHz 1695-1780 / 2110-2180 MHz 2305-2360 MHz”).

76. As indicated below, for example, the Exemplary ’649 Accused Product comprises a mounting plate having a longitudinal axis. In the photograph the longitudinal axis is left to right.

77. The Exemplary ’649 Accused Product comprises a plurality of staggered dipole radiating elements projecting outwardly from a surface of said mounting plate, each of said radiating elements including a balanced orthogonal pair of dipoles aligned at first and second predetermined angles with respect to said longitudinal axis, forming crossed dipole pairs. The picture above in paragraph 76 shows green radiating elements which comprise balanced orthogonal pairs of dipoles crossed at an angle of 45 degrees to the longitudinal axis. The photograph also shows that the green crossed radiating elements are staggered.

78. The Exemplary ’649 Accused Product comprises an unbalanced feed network electromagnetically coupled to the radiating elements. The unbalanced feed network includes the coaxial cables behind the panel. The coaxial cables can be seen in the photograph below:



79. Upon information and belief, there are additional ’649 Accused Products with similar infringing functionality to the Exemplary ’649 Accused Product. Upon information and belief, the ’649 Accused Products infringe additional claims of the ‘649 patent.

80. In addition to directly infringing claims of the ‘649 patent, CCI also is an indirect infringer.

81. CCI has knowledge of the ‘649 patent at least as of service of this complaint.

82. Upon information and belief, CCI had knowledge of the ‘649 patent prior to service of this complaint. Prior to service of this complaint, CCI had knowledge of numerous CommScope patents relating to antennas, including U.S. Patent Nos. 6,538,619; 6,567,051; 8,558,739; 6,590,546; 7,518,552; 6,603,436; 6,346,924; 6,198,458; 6,987,487; 6,573,875. Further, prior to service of this complaint, CCI was engaged in

patent litigation with CommScope relating to antennas. Thus, upon information and belief, CCI would have monitored CommScope's patent portfolio relating to antenna products as part of the litigation, and through such monitoring, CCI would have learned of the '649 patent. Further, prior to service of the complaint, the '649 patent was a well-known patent in the industry. For example, the '649 patent is cited in numerous other companies' patents, including patents or patent applications of: Samsung, Intel, Nokia, Ericsson, Alcatel Lucent, Allen Telecom, Kathrein-Werke, Comba Telecom, EMS, Metawave, Powerwave, Mitsubishi Electric, and others.

83. CCI has contributorily infringed and continues to contributorily infringe claims of the '649 patent, including for example claim 21. The '649 Accused Products include features that are not staple articles of commerce suitable for substantial non-infringing uses. For example, the staggered crossed dipoles fed using an unbalanced feed network in the '649 Accused Products have no substantial non-infringing use. The intended, normal use of such features results in infringement. There are no substantial uses of such features that would not result in infringement. Such features are a material part of the invention of the '649 patent. CCI knows such features and the '649 Accused Products were especially made or especially adapted for use in an infringement. As set forth above, upon information and belief, CCI knew about the '649 patent prior to this lawsuit and while selling the '649 Accused Products, and CCI indisputably knows about the '649 patent as of service of this complaint.

84. CCI has actively induced and continues to actively induce infringement, including for example infringement of claim 21. For example, CCI's product literature

instructed and encouraged operators, customers, and/or installers of the ’649 Accused Products to assemble and use the ’649 Accused Products in a manner that results in direct infringement. See, e.g., Exs. C and D. As set out above, CCI had knowledge of the ‘649 patent, and CCI gave instructions and encouragement to its customers with the specific intent, knowledge or willful blindness to the fact that doing so would constitute direct infringement.

85. CCI’s infringement is willful. As set forth above, upon information and belief, CCI had knowledge of the ‘649 patent prior to service of this complaint, but continued to infringe. CCI’s conduct is beyond typical infringement, egregious, and merits increased damages.

86. CommScope has been damaged by CCI’s infringement of the ‘649 patent and will continue to be damaged in the future unless CCI is enjoined from infringing the ‘649 patent.

87. CommScope has satisfied the notice or marking provisions of 35 U.S.C. § 287.

Prayer for Relief

CommScope respectfully requests the following relief:

A. A judgment that CCI has infringed the patents-in-suit;

B. A judgment that CCI has willfully infringed the patents-in-suit;

C. A permanent injunction enjoining and restraining CCI, its officers, directors, agents, servants, employees, attorneys and all persons in active concert or participation with them from infringing the patents-in-suit;.

D. A judgment and order requiring CCI to pay all appropriate damages under 35 U.S.C. § 284, including prejudgment and post-judgment interest and increased damages;

E. A judgment and order requiring CCI to pay all costs of this action, including all disbursements and attorney fees, if this case is found to be exceptional as provided by 35 U.S.C. § 285; and

F. Such other and further relief that this Court may deem just and equitable.

Demand for a Jury Trial

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, CommScope demands a trial by jury of all issues so triable.

Dated: May 11, 2017.

Respectfully submitted,

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